

Get Full Text Research
Participating Integrator Agreement

The agreement outlined herein (the “**Agreement**”) covers all Integrators participating (the “**Participating Integrators**”) in the GetFTR Services (the “**Services**” as described below), which are being organized and managed by Get Full Text Research LLC (“**GetFTR**”).

GetFTR enables and streamlines user access to published research, whether subscription or open access content, including by working with integration partners such as discovery tools, collaboration networks and library systems. The Services enable users to easily tell which content their institution has made available to them via the GetFTR indicator. Users can click on the enhanced links provided by the Services to seamlessly access research on participating publishers’ platforms.

For those users who do not have access to published content based upon their institutional affiliation, participating publishers have the option of providing them with an alternative version which must be more extensive than the abstract, enabling the unentitled user to better understand the nature of the published work. Examples of acceptable alternative versions are read-only versions of the full article or the author-accepted manuscripts.

GetFTR may collect data about the usage and technical performance of the Services (“**Usage Data**”) in order to manage and develop the Services at all times in accordance with applicable laws. GetFTR will provide Usage Data on an aggregated and anonymized basis to all participating publishers. GetFTR will also provide Usage Data to participating publishers as is specific to their content. Under no circumstances will GetFTR disclose Usage Data specific to any participating publisher or Participating Integrator to any third party.

To the extent that GetFTR is processing any personal data on behalf of the Participating Integrators, Appendix A will apply. GetFTR will implement the security measures described in Appendix B to protect any such personal data.

The Services are open to all interested integrators on the same terms and conditions. Integrators are encouraged and invited to participate in the Services to maximize their benefits for the research community.

Integrators may use the Services free of charge and are encouraged and invited to incorporate the GetFTR indicator and enhanced links into their systems and services.

The integrator agreeing to participate in the Services as a Participating Integrator by accepting and agreeing below, accepts the following terms and conditions (as those may reasonably change upon 90 days notice from GetFTR except as a shorter period may be required by law), and can only continue as a Participating Integrator by adhering to such terms and conditions.

1. The Participating Integrators must adhere to the following principles and processes:
 - 1.1 Full-text content on the publisher platform or on third-party sites as authorized by the publisher to render its full text content is referred to as the Version of Record (“**VOR**”). Participating Integrators, where and to the extent they use the Services, must provide users who have been identified by the Services as being institutionally entitled with a means of accessing the VOR. An integrator which utilizes only parts of the GetFTR technology features may enter into bilateral agreements with publishers, provided that such agreements are otherwise in compliance with this Agreement.
 - 1.1.1 Acceptable mechanisms for entitled users are:

- 1.1.1.1 A direct GetFTR link to the VOR using the enhanced links provided by the Services prominently displayed;
 - 1.1.1.2 A direct library selected link to the alternative version;
 - 1.1.1.3 A link to the VOR via a third-party institutional proxy service to the participating publisher's platform or third-party platform as authorized by the participating publisher;
 - 1.1.1.4 A locally stored copy of the VOR or the alternative version and/or by using the GetFTR entitlement responses only, subject to a separate contract with such participating publisher.
 - 1.1.2 Acceptable mechanisms for unentitled users are:
 - 1.1.2.1 A direct DOI link (i.e., <https://doi.org/<doi>>) to the participating publisher's platform;
 - 1.1.2.2 A direct GetFTR link to the alternative version using the enhanced links by the Services—prominently displayed;
 - 1.1.2.3 A direct library selected link to a copyright compliant alternative version;
 - 1.1.2.4 A direct link to the library's own institutional repository;
 - 1.1.2.5 A direct link to a copyright compliant alternative version on a third party platform;
 - 1.1.2.6 A locally stored copy of the VOR or the alternative version and/or by using the GetFTR entitlement responses only, subject to a separate contract with such participating publisher.
 - 1.2. Participating Integrators must respect and comply with all applicable international copyright laws including Article 17 of the EU DSM Directive as implemented.
 - 1.3. Participating Integrators may only use information about institutional or individual content entitlements obtained from the Services for the purposes of facilitating access to the content on participating publishers' sites unless they have other contractual arrangements with the publisher. Open access and free entitlements information received from the Services is not subject to this restriction.
 - 1.4. Participating Integrators must not aggregate or persistently store information about institutional or individual content entitlements based on responses from the Services for any purpose including but not limited to creating or adapting services or sales propositions that could undermine the value propositions of GetFTR or its participating publishers to library or individual users or customers. Notwithstanding the above, Participating Integrators may temporarily store for a maximum period of one-week disaggregated entitlement responses from the Services for the sole purposes of improving the performance and reliability of their systems and of enhancing discovery of participating publishers' content.
 - 1.5. Participating Integrators must take reasonable steps to ensure that their customers and end users do not aggregate or store information about institutional or individual content entitlements based on responses from the Services by any means including but not limited to, robots, spiders, crawlers or other automated downloading programs, algorithms or devices, or any similar or equivalent manual process.
 - 1.6. Participating integrators must disclose to their users by means of a privacy policy or equivalent the data they share with GetFTR and participating publishers, if any.
2. Participating Integrators must implement the GetFTR technical specifications as documented at <https://www.getfulltextresearch.com/for-integrators/integrator-entitlement-api/> (as may reasonably change upon ninety days notice from GetFTR) and adhere to all requirements specified therein. Use of the GetFTR API will be secured using a security key. Integrators must keep their security key private and not disclose it to third parties other than subcontractors.

3. Integrators must adhere to GetFTR usability guidelines, which can be found at <https://www.getfulltextresearch.com/for-integrators/usability-guidelines/>. As they may be changed from time to time, each Integrator will check compliance with these guidelines on a regular basis. Notwithstanding the above, The GetFTR usability guidelines do not apply to the implementation alternatives described in sections 1.1.1.4 and 1.1.2.6, above.
4. Participating Integrators agree to implement and perform as noted in this Agreement. Material failure to achieve implementation and performance requirements as set out herein (or in any amendments) may result in termination by GetFTR of this Agreement and invalidation of Participating Integrator's API security key, with due notice of such determination and following 30 days opportunity for the non-compliant Participating Integrator to correct its performance and otherwise adhere to its obligations.
5. This Agreement shall remain in effect until terminated by either party. The Participating Integrator may terminate this Agreement upon ninety (90) days written notice. Should any applicable mandatory law provide for a short termination possibility this remains unaffected.
6. GetFTR reserves the right to modify the Agreement at any time, after providing notice to the Participating Integrator. The new agreement, with clear notice of the modification made, shall be prominently posted on the GetFTR website and communicated to the Participating Integrator by email with an effective date of no fewer than 90 days. If the Participating Integrator continues to use the Services, the new agreement shall be deemed accepted. If the Participating Integrator does not consent and opts out of the modified agreement, either Party shall have the right to terminate the agreement with immediate effect by giving notice to the respective other Party prior to the effectiveness date. The objection can be sent by email.
7. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY ARISING UNDER THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING FROM OR RELATING TO THESE TERMS OR THE GETFTR SERVICES, EVEN IF IT HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. GETFTR LLC SHALL NOT BE LIABLE FOR ANY LOSS, CORRUPTION OR DELAY OF COMMUNICATIONS WITH OR IN CONNECTION TO THE GETFTR SERVICES. THE EXCLUSIONS AND LIMITATIONS OF LIABILITY IN THIS SECTION DO NOT APPLY TO ANY LIABILITIES OR OBLIGATIONS RELATED TO CONFIDENTIAL MATERIALS AND INTELLECTUAL PROPERTY INFRINGEMENT.
8. The terms of this Agreement, including any amendments, constitute and contain the entire agreement among the parties hereto with respect to the subject matter hereof, and supersede any prior or contemporaneous oral or written agreements. If any provision of this Agreement (or any portion thereof) is determined to be invalid or unenforceable, the remaining provisions of this Agreement will not be affected thereby and will continue to be binding upon the parties and will be enforceable, as though said invalid or unenforceable provision (or portion thereof) were not contained in this Agreement and such invalid or unenforceable provision (or portion thereof) will be replaced with a provision that is valid and enforceable and most closely reflects the intent. This Agreement may not be assigned, subcontracted or sublicensed by the Participating Integrator, unless agreed in writing by GetFTR on due notice, and any attempted assignment in violation of the foregoing shall be void.
9. The parties hereto shall perform this Agreement in compliance with all laws, rules and regulations of any jurisdiction which is or may be applicable to its operations and activities,

including anti-corruption, antitrust/competition law, copyright and other intellectual property rights laws, privacy and data protection laws, rules and regulations.

10. The terms of this Agreement shall be interpreted, governed and enforced under the laws of the State of New York, U.S.A., without regard to its conflict of law rules. The parties agree that all claims, disputes and actions of any kind arising out of or relating to this Agreement that cannot be resolved through informal negotiation shall be governed by the courts of New York City, New York, U.S.A.

Last updated 5-Dec-2021

APPENDIX A
Data Processing Addendum

1. Definitions

- 1.1. The terms “data subject”, “personal data”, “personal data breach”, “processing”, and “processor” will have the meanings ascribed to them in the Data Protection Laws, and where the Data Protection Laws use equivalent or corresponding terms, such as ‘personal information’ instead of ‘personal data’, they shall be read herein as the same.
- 1.2. “Data Protection Laws” means all privacy and data protection laws and regulations, including the GDPR and those of the European Union (“Union”), the United Kingdom (“UK”) and the United States, applicable to the processing of personal data under the Agreement.
- 1.3. “DPA” means this Data Processing Addendum.
- 1.4. “GDPR” means Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

2. Scope

This DPA applies to the processing of personal data within the scope of the Data Protection Laws by GetFTR on behalf of the Participating Integrators under the Agreement.

3. Processing

- 3.1. GetFTR will implement appropriate technical and organizational measures in such a manner that processing will meet the requirements of the GDPR and ensure the protection of the rights of the data subject and the standard of protection will be at least comparable to the protection required under the relevant Data Protection Laws.
- 3.2. GetFTR shall not engage another processor without prior specific or general written authorization of the Participating Integrators. In the case of general written authorization, GetFTR shall inform the Participating Integrators of any intended changes concerning the addition or replacement of other processors, thereby giving the Participating Integrators the opportunity to object to such changes.
- 3.3. Processing by GetFTR shall be governed by this DPA. In particular, GetFTR shall:
 - (a) process the personal data only on documented instructions from the Participating Integrators, including with regard to transfers of personal data to a third country or an international organization, unless required to do so by UK, Union or Member State law to which GetFTR is subject; in such a case, GetFTR shall inform the Participating Integrators of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
 - (b) ensure that persons authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
 - (c) take all measures required pursuant to Article 32 of the GDPR;
 - (d) respect the conditions referred to in paragraphs 3.2 and 3.4 for engaging another processor;
 - (e) taking into account the nature of the processing, assist the Participating Integrators by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Participating Integrators’ obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR;

- (f) assist the Participating Integrators in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of processing and the information available to GetFTR;
- (g) at the choice of the Participating Integrators, delete or return all the personal data to the Participating Integrators after the end of the provision of services relating to processing and delete existing copies unless UK, Union or Member State law requires storage of the personal data;
- (h) make available to the Participating Integrators all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by the Participating Integrators or another auditor mandated by the Participating Integrators.

GetFTR shall immediately inform the Participating Integrators if, in its opinion, an instruction from the Participating Integrators to GetFTR infringes the GDPR or other UK, Union or Member State data protection provisions.

- 3.4. Where GetFTR engages another processor for carrying out specific processing activities on behalf of the Participating Integrators, the same data protection obligations as set out in this DPA shall be imposed on that other processor by way of a contract or other legal act under UK, Union or Member State law, in particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of the GDPR. Where that other processor fails to fulfil those data protection obligations, GetFTR shall (subject to the terms of the Agreement) remain fully liable to the Participating Integrators for the performance of that other processor's obligations.
- 3.5. The subject-matter of processing is the personal data provided by the Participating Integrators to GetFTR under the Agreement. The duration of the processing is the duration of GetFTR provision of the services to the Participating Integrators under the Agreement. The nature and purpose of the processing is in connection with GetFTR's provision of the services to the Participating Integrators under the Agreement. GetFTR is prohibited from retaining, using or disclosing the personal data for any purpose other than for the specific purpose of performing the services under the Agreement, or as otherwise permitted by applicable law, including retaining, using or disclosing the personal data for a commercial purpose other than providing such services. The types of personal data processed are personally identifiable IP addresses and categories of data subjects are the Participating Integrators' users.
- 3.6. The Agreement including this DPA are the Participating Integrators' complete and final documented instructions to GetFTR for the processing of personal data. Additional or alternate instructions must be agreed upon separately by the parties in writing. GetFTR will ensure that its personnel engaged in the processing of personal data will process personal data only on documented instructions from the Participating Integrators, unless required to do so by UK, Union, Member State or other applicable law.
- 3.7. On expiration or termination of the Agreement and conclusion of the services provided by GetFTR to the Participating Integrators, GetFTR shall delete or return personal data in accordance with the terms and timelines set forth in the Agreement, unless UK, Union, Member State or other applicable law requires storage of the personal data.

4. Subprocessors

GetFTR has the Participating Integrators' general authorization to engage other processors for the processing of personal data in accordance with this DPA. At least fourteen (14) days before authorizing any new such processor to process personal data, GetFTR shall notify the Participating Integrators. The Participating Integrators may object to the change without penalty by describing the

reasons for the objection. GetFTR shall use reasonable endeavors to avoid processing of personal data by such new processor to which the Participating Integrators reasonably objects.

5. Data Subject Rights

GetFTR shall, to the extent legally permitted, promptly notify the Participating Integrators of any data subject requests GetFTR receives and reasonably cooperate with the Participating Integrators to fulfil its obligations under the Data Protection Laws in relation to such requests.

6. Transfer

- 6.1. GetFTR shall ensure that, to the extent that any personal data originating from the European Economic Area ("EEA"), UK or Switzerland is transferred by GetFTR to another processor in a country or territory outside the EEA or Switzerland that has not received a binding adequacy decision by the European Commission or competent national data protection authority, such transfer shall be subject to appropriate safeguards in accordance with the Data Protection Laws (including Article 46 of the GDPR).
- 6.2. To the extent that GetFTR receives, either directly or via onward transfer, personal data from a Participating Integrator in the EEA or Switzerland, unless the parties may rely on an alternative transfer mechanism or basis under the Data Protection Laws, the parties will be deemed to have entered into the [Standard Contractual Clauses](http://data.europa.eu/eli/dec_impl/2021/914/oj) approved by the European Commission Implementing Decision (EU) 2021/914 of 4 June 2021 available at http://data.europa.eu/eli/dec_impl/2021/914/oj ("2021 EU SCCs") in respect of such transfer, whereby the Participating Integrator is the "data exporter," GetFTR is the "data importer," Module Two applies, Modules One, Three and Four, the footnotes, Clause 9(a) Option 1, Clause 11(a) Option and Clause 17 Option 1 are omitted, the time period in Clause 9(a) Option 2 is 14 days, the "competent supervisory authority" is the supervisory authority in the country of the data exporter, and the content of the applicable annexes corresponds to the respective content of this DPA and the Agreement. The 2021 EU SCCs are governed by the laws of the country where the data exporter is established. Any dispute arising from the 2021 EU SCCs shall be resolved by the courts of the country where the data exporter is established. If there is any conflict between the terms of the Agreement and the 2021 EU SCCs, the 2021 EU SCCs will prevail.
- 6.3. To the extent that GetFTR receives, either directly or via onward transfer, personal data from a Participating Integrator in the UK, unless the parties may rely on an alternative transfer mechanism or basis under the data protection laws, the parties will be deemed to have entered into the Standard Contractual Clauses approved by the European Commission Decision 2010/87/EC of 5 February 2010 available at <http://data.europa.eu/eli/dec/2010/87/oj> ("Clauses") in respect of such transfer, whereby the Participating Integrator is the "data exporter," GetFTR is the "data importer," the optional clause is removed, and the content of the appendices correspond to the respective content of this DPA and the Agreement. The Clauses are governed by the laws of England and Wales. All references in the Clauses to "Union," "EU," "Member State" and their laws are replaced with "UK" and the equivalent UK laws. Any dispute arising from the Clauses shall be resolved by the courts of England and Wales. If there is any conflict between the terms of the Agreement and the Clauses, the Clauses will prevail.

7. Security

- 7.1. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for

the rights and freedoms of natural persons, the parties shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including inter alia as appropriate:

- (a) the pseudonymization and encryption of personal data;
- (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- (c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and
- (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing.

7.2. In assessing the appropriate level of security, account shall be taken in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data transmitted, stored or otherwise processed.

7.3. The parties shall take steps to ensure that any natural person acting under the authority of either party who has access to personal data does not process them except on instructions from the Participating Integrators, unless he or she is required to do so by UK, Union or Member State law.

8. Personal Data Breach

GetFTR shall notify the Participating Integrators without undue delay after becoming aware of a personal data breach and shall reasonably respond to the Participating Integrators' requests for further information to assist the Participating Integrators in fulfilling its obligations under the Data Protection Laws (including Articles 33 and 34 of the GDPR as applicable).

9. Records of Processing Activities

To the extent applicable to the processing of personal data on behalf of the Participating Integrators, GetFTR shall maintain all records required by Article 30(2) of the GDPR and make them available to the Participating Integrators as required.

10. Audit

Audits shall be (i) subject to the execution of appropriate confidentiality undertakings; (ii) conducted no more than once per year, unless a demonstrated reasonable belief of non-compliance with the Agreement has been made, upon thirty (30) days written notice and having provided a plan for such review; and (iii) conducted at a mutually agreed upon time and in an agreed upon manner.

11. Conflict

If there is any conflict or inconsistency between the terms of this DPA and the rest of the Agreement, the terms of this DPA shall control to the extent required by law. Otherwise, the Agreement shall control in the case of such conflict or inconsistency.

APPENDIX B

Security Measures

IP addresses sent to GetFTR from Participating Integrators are securely:

- stored in logs for debugging purposes
- cached to improve performance of the API
- sent via HTTPS channels and stored for diagnostics or when they are necessary for the API to function.